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February 7, 2002

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VIA HAND DELIVERY

David Waddell, Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37238

Re: *Petition of Sprint Communications Company L.P. for Arbitration with
BellSouth Telecommunications, Inc. Pursuant to Section 252(b) of the
Telecommunications Act of 1996*
Docket No. 00-00691

Dear Mr. Waddell:

At the request of the Staff and by agreement of the parties, BellSouth is providing fourteen copies of the attached pages correcting errors in the January 24, 2002 joint filing of the Interconnection Agreement between BellSouth and Sprint Communications:

Attachment 4 – Page 26, Paragraph 6.12.4, corrected language regarding Virtual to Physical Application Fee

Attachment 5 – Page 12, 1st paragraph, corrected reference to Exhibit C to reference to Exhibit A

Attachment 7 – Page 20, 1st paragraph, corrected reference to Exhibit C to reference to Exhibit A

Copies are being provided to counsel for Sprint.

Very truly yours,

Guy M. Hicks

GMH:ch

- 6.11.3 In North Carolina, space preparation fees consist of monthly recurring charges for Central Office Modifications, assessed per arrangement, per square foot; Common Systems Modifications, assessed per arrangement, per square foot for cageless and per cage for caged collocation; and Power, assessed per the nominal -48V DC ampere requirements specified by Sprint on the Bona Fide Application. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. In the event Sprint opts for cageless space, the space preparation fees will be assessed based on the total floor space dedicated to Sprint as described in Section 7.
- 6.12 Virtual Collocation Transition.
- 6.12.1 In the event physical collocation space was previously denied at a location due to technical reasons or space limitations, and that physical collocation space has subsequently become available, Sprint may transition its virtual collocation arrangements to physical collocation arrangements and pay the appropriate non-recurring fees for physical collocation and for the rearrangement or reconfiguration of services terminated in the virtual collocation arrangement. In the event that BellSouth knows when additional space for physical collocation may become available at the location requested by Sprint, such information will be provided to Sprint in BellSouth's written denial of physical collocation. To the extent that (i) physical collocation space becomes available to Sprint within 180 days of BellSouth's written denial of Sprint's request for physical collocation, and (ii) Sprint was not informed in the written denial that physical collocation space would become available within such 180 days, then Sprint may transition its virtual collocation arrangement to a physical collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual collocation. Sprint must arrange with a BellSouth certified vendor for the relocation of equipment if required from its virtual collocation space to its physical collocation space and will bear the cost of such relocation.
- 6.12.2 BellSouth will authorize the conversion of virtual collocation arrangements to physical collocation arrangements without requiring the relocation of the virtual arrangement where the arrangement conforms with the terms and conditions of this Attachment and where (1) there is no change to the arrangement; and (2) the conversion of the virtual arrangement would not cause the arrangement to be located in the area of the Premises reserved for BellSouth's forecast of future growth.
- 6.12.3 In Florida, for conversions from virtual collocation arrangements to physical collocation arrangements that do not require relocation, Sprint shall pay a charge for the administrative, billing, and engineering record updates.
- 6.12.4 In Georgia and Tennessee, the Virtual to Physical Application Fee will be negotiated by the Parties. BellSouth is developing cost studies for this rate and shall provide the proposed rate to Sprint within 6 months of the execution of this Agreement. Upon agreement by the Parties, the rate will be incorporated into this Agreement by amendment.

This section applies only to BellSouth and Sprint CLEC for rates that are interim or expressly subject to true-up as marked by an I in Exhibit A of this Attachment.

- 8.1 The interim prices for Number Portability shall be subject to true-up according to the following procedures:

The interim prices shall be trued-up, either up or down, based on final prices determined either by further agreement between the Parties, or by a final order (including any appeals) of the Commission which final order meets the criteria of Section 8.3 below. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with interim prices for each item, with the final prices determined for each item. Each Party shall keep its own records upon which the true-up can be based, and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such true-up, the Parties agree that the body having jurisdiction over the matter shall be called upon to resolve such differences, or the Parties may mutually agree to submit the matter to the Dispute Resolution process in accordance with the provisions in the General Terms and Conditions of this Agreement.

- 8.2 The Parties may continue to negotiate toward final prices, but in the event that no such agreement is reached within nine (9) months, either Party may petition the Commission to resolve such disputes and to determine final prices for each item. Alternatively, upon mutual agreement, the Parties may submit the matter to the Dispute Resolution Process set forth in the General Terms and Conditions of the Agreement, so long as they file the resulting Agreement with the Commission as a "negotiated Agreement" under Section 252(e) of the Act.

- 8.3 An effective order of the Commission that forms the basis of a true-up shall be based upon cost studies submitted by either or both Parties to the Commission and shall be binding upon BellSouth and Sprint specifically or upon all carriers generally, such as a generic cost proceeding.

9. Operational Support System (OSS) Rates

BellSouth has developed and made available the following mechanized systems by which Sprint may submit LSRs electronically.

| | |
|------|----------------------------------|
| LENS | Local Exchange Navigation System |
|------|----------------------------------|

This section applies only to BellSouth and Sprint CLEC for rates that are interim or expressly subject to true-up as marked by an I in Exhibit A of this Attachment.

- 12.1 The interim prices for Unbundled Network Elements and Other Services and Local Interconnection shall be subject to true-up according to the following procedures:
- 12.2 The interim prices shall be trued-up, either up or down, based on final prices determined either by further agreement between the Parties, or by an effective order of the Commission. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with interim prices for each item, with the final prices determined for each item. Each Party shall keep its own records upon which the true-up can be based, and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such true-up, the Parties agree that the body having jurisdiction over the matter shall be called upon to resolve such differences, or the Parties may mutually agree to submit the matter to the Dispute Resolution process in accordance with the provisions of Section 14 of the General Terms and Conditions of this Agreement.
- 12.3 The Parties may continue to negotiate toward final prices, but in the event that no such agreement is reached within ninety (90) days or as mutually agreed to by the Parties, either Party may petition the Commission to resolve such disputes and to determine final prices for each item. Alternatively, upon mutual agreement, the Parties may submit the matter to the Dispute Resolution Process set forth in the General Terms and Conditions of the Agreement, so long as they file the resulting Agreement with the Commission as a "negotiated agreement" under Section 252(e) of the Act.
- 12.4 An effective order of the Commission that forms the basis of a true-up shall be based upon cost studies submitted by either or both Parties to the Commission and shall be binding upon BellSouth and Sprint specifically or upon all carriers generally, such as a generic cost proceeding.

CERTIFICATE OF SERVICE

I hereby certify that on February 7, 2002, a copy of the foregoing document was served on the parties of record, via hand delivery or U.S. Mail, postage-prepaid, addressed as follows:

- ☐ Hand
- ☒ Mail
- ☐ Facsimile
- ☐ Overnight

James Wright, Esq.
Sprint Communications
14111 Capitol Blvd.
Wake Forest, NC 27587

- ☐ Hand
- ☒ Mail
- ☐ Facsimile
- ☐ Overnight

William R. Atkinson, Esq.
Sprint Communications
3100 Cumberland Circle
Atlanta, GA 30339

A handwritten signature in black ink, appearing to be 'William R. Atkinson', is written over a horizontal line.